

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 02/15/2006

Division: Airports

Bulk Item: Yes X No

Department: Florida Keys Marathon Airport

Staff Contact Person: James R. "Reggie" Paros

AGENDA ITEM WORDING: Approval to waive Monroe County Purchasing Policy for repair of hurricane damage to T-Hangars at the Florida Keys Marathon Airport and instead, accept the proposal from Across Builders Corp., in the total amount of \$142,861.00.

ITEM BACKGROUND: The T-Hangars at the Airport which are owned by Monroe County and operated by Marathon Hangar Development Co. (MHD) were initially damaged by tornados spawned by Hurricane Katrina, with additional damages from Hurricanes Rita and Wilma. Seven hangars have been unusable as a result of the damages and as of January 5, 2006, the lost revenue amounts to \$11,200.00 in rent plus \$840.00 in sales tax, according to a letter recently received, copy attached, from Brian C. Schmitt and Marv Schindler of MHD. The time delay of a competitive bid process for the repairs will cause additional losses of revenue. An email dated Friday, January 20, 2006, attached hereto, from Andres Gutierrez of URS Corporation, the County's Airport Consultants, summarizes prior actions to initiate repairs. A problem encountered with the initial proposals was an advance payment requirement by the sole source material fabricator, Florida Pre-Fab, Inc., as a deposit prior to manufacturing. That requirement has been addressed and resolved by using Across Builders Corp., at a cost of ten percent (10%) of the contract amount, as the contractor. Across Builders will front the cost of the material and will use Above All Construction, Inc. as its subcontractor.

PREVIOUS RELEVANT BOCC ACTION: n/a

CONTRACT/AGREEMENT CHANGES: n/a

STAFF RECOMMENDATIONS: Approval

TOTAL COST: \$142,861.00

BUDGETED: Yes X No

COST TO COUNTY: \$142,861.00 *

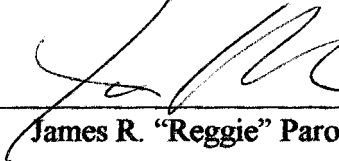
SOURCE OF FUNDS: Hurricane Accts.

* Funds are expected to be reimbursed by insurance

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty n/a OMB/Purchasing n/a Risk Management n/a

AIRPORT DIRECTOR APPROVAL:


James R. "Reggie" Paros for Peter J. Horton

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM #

Marathon Hanger Development Co
11100 Overseas Hwy
Marathon, Fl 33050

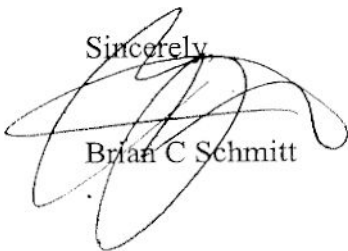
January 5, 2006

Re: Hurricane Katrina Hanger Damage


I would like to update any records Monroe County may be keeping concerning the damage to Marathon Hanger Development Co hangers at the Marathon airport due to the tornado associated with Hurricane Katrina. The following hangers have been unusable since that time: #1,3,4,5,11,13,15. Each of these hangers is rented out for \$400 a month plus tax. No rent has been received for these hangers since August 6, 2005 resulting in 4 months of lost revenue to date. This lost revenue amounts to \$11,200.00 in rent plus \$840.00 in sales tax.

I would hope that this loss in revenue will be taken into consideration when billing out the 2006 rent due Monroe County as per our signed lease agreement with the county.

Sincerely,



Brian C Schmitt



Marv Schindler

*File: T-Hangar Hurricane
Damage*

Paros-Reggie

From: Andres_Gutierrez@URSCorp.com
Sent: Friday, January 20, 2006 3:42 PM
To: Paros-Reggie; Horton-Peter
Cc: Mil_Reisert@URSCorp.com
Subject: Disregard previous e-mail

Dear Reggie,

I will try to do a recollection of all the information obtains for the rehabilitation of the T-hangars affected by the two hurricanes and the storm surge.

On September 7, 2005, we received a quote from American Structural Corporate to remove and repair some of the section damages by the first hurricane (Katrina). The quote was only for the first phase (\$28,600.00).

The total price for the repair were unknown until the contractor completed with the first phase, and then he would it be able to submit a total price for the elements that were damaged and not able to be repaired.

On October 11, 2005, we requested American Structural Corporate and other contractors to submit a quote to complete the whole project. The response was only from American Structural Corporate and Above All Contracting, which was the lowest quote. (\$108,000.00 Vs \$93,050.00).

URS recommended the lowest quote.

On October 27, 2005 we sent the contract to be signed by the County for the material and the labor. On October 31, 2005 the contract was signed.

More damage occurred due to the second hurricane (Rita) and a new quote was requested from Above All Contracting only. The new quote was received for the additional work with a total additional cost of \$21,823.75 for material and \$15,000.00 for labor.

On December 1, 2005, URS submitted the new information to the County thru you for approval. The County was not able to release any money to the manufacturer to start the product. URS offered to front the cost of the material with the condition of being reimbursed by the County. The County rejected this option.

On January 19, 2005, URS was requested to use another Contractor who has the ability to pay the manufacturer up front for the materials only and do another contract with Above All Contracting for labor only.

We suggest the County to waive the normal bidding procedures in and effort to accelerate the process and avoid any more delays to this emergency project.

Let us know how to proceed with these repairs.

Sincerely,

Andres Gutierrez, P.E.
Senior Project Manager
URS CORPORATION
(305) 262-7466 Main Line
(305) 514-2425 Direct Line
(305) 261-4017 Fax

ACROSS BUILDERS Corp.

100 BAYVIEW Dr. # 1415

SUNNY ISLES, FL. 33160

TEL. 786 277 7081

FAX 786 999 0470

January 31, 2006

Mr. Andres Gutierrez

URS Corporation

TEL: 305-514-2425

RE: MARATHON AIRPORT HANGARS HURRICANE REPAIR

I am pleased to submit this proposal for the removal and replacement of the damaged material caused by the hurricanes, "Katrina and Rita".

This work will be performed in accordance with the attached list of material ordered from Florida Pre-Fab, Inc. and prepared by Above All Construction, Inc, who will be working as my subcontractor.

COMPLETION TIME: 2 Months after notice to proceed.

PAYMENT CONDITIONS: 100% of material on site
100% of labor in accordance with percentage of completion.

TOTAL PRICE: \$142,861.00 (One Hundred Forty Two Thousand Eight Hundred and Sixty One dollars)

Proposal #1 (Hurricane Katrina) \$102,355.00

Proposal # 2 (Hurricane Rita) \$ 40,506.00

Total: \$142,861.00

Sincerely,


ALVARO H. ECHAVARRIA
PRESIDENT
ACROSS BUILDERS Corp.

Above All Contracting, Inc.

163 Kildare Dr.

Sebastian, Florida 32958

Cell: 772-413-1890

Fax: 772-589-3987

Website: aboveallcontractinginc.com

Fred Lewis Builders

State Certified Building Contractor

License # CB C047826

9765 Fleming Grant Road

Micco, FL 32976

Mobile: 561-473-8571

Fixed Rm 10/31/05

HURRICANE KATRINA

①

Contacts: Bruce Pylant – 772-473-9103

Terry Strickland – 772-413-1890

Proposal

October 19, 2005

Attn: Andres Gutierrez, PE

Project Manager

Scope of work: Remove damaged material and replace with new material.

Material provided by: Florida Pre-Fab, Inc.

Work provided by: Fred Lewis Builders & Above All Contracting, Inc.

Price of material and delivery: \$53,050.00

**Price of labor: \$38,000.00 if URS Corporation furnishes the lift.
\$40,000.00 if we the contractors furnish the lift.**

Terms of payment for material: 15% of total price needs to be paid before Florida Pre-Fab will start production of material. Remainder of balance is to be paid upon delivery.

Terms of payment for labor: 25% of total labor price is to be paid upon signing of this proposal. The remainder {75%} is to be paid when all parties are satisfied with all work.

01/19/06

305-289-6071

Oct 31 05 09:41a

Thomas J Willi Co Admin

305-292-4544

p.2

Oct 27 2005 17:02

Monroe County

305-289-6071

p.2

10/27/05 18:33 FAX

@001

*Please
Choose
one!*

Labor: $538,800.00 - 25\% = \$9,500.00$ & $75\% = \$28,500.00$
 $340,000.00 - 25\% = \$10,000.00$ & $75\% = \$30,000.00$

Note: Any alteration or deviation from the above specifications will be executed only upon a written order, signed by Owner, Project Manager, and Contractor. The additional charge will be added to the contract price.

Note: If payment is not made when due, contractors may suspend work on the job until such time as all payments have been made. Failure to make payment for a period of more than 5 (five) days from the due date shall be deemed a material breach of this contract.

Above All Contracting, Inc. & Fred Lewis Builders can start right away.

If you accept these terms, please sign, date, & fax it back ASAP! Contractors will collect the payment of 25%, the day we arrive and start the project.

Thank you,
Frederick J. Lewis: President / Owner
Fred Lewis Builders
Bruce Fylant: Vice President
Terry Strickland: President/Owner
Above All Contracting, Inc.

Fred Lewis:

Fred Lewis

Monroe County:

Deborah Frederick

WITNESS:

Carrie Jay

DATE

10/31/05

*Review + Reconfirm
lower of two original
proposals.*

*Subsequently a third proposal was
received, which was not higher in cost
than either of the originals, as reported by
Andrew Gutierrez, PE, URS Corporation on
10/27/2005*

*Ja [Signature]
10/27/2005*

Above All Contracting, Inc.

&

Lewis construction

State Certified Building Contractor

License #CB C047826

163 Kildare Dr.

Sebastian, Florida 32958

Cell: 772-413-1890

Fax: 772-589-3987

Website: aboveallcontractinginc.com

Contacts:

Bruce Pylant: 772-473-9103

Terry Strickland: 772-413-1890

PROPOSAL

Attention: Andres Gutierrez, PE

Project Manager

Jobsite:

Marathon Airport

Marathon, Florida

Scope of work: I'm sending a copy of the material that was ordered from Florida Pre-Fab, Inc. All materials on that list will be removed and replaced to existing building.

Terms of payment for material: 30% of Material needs to be paid before production of material will begin. Balance is to be paid before truck is unloaded at jobsite.

Terms of payment for labor: 25% of total labor price is to be paid when this proposal is signed and faxed back. This will cover hotel and expenses during the working period. Balance is to be paid when owner is satisfied with all work.

NOTE: Any changes made other than what's listed will be added as an extra and will add to existing price.

Material Price: \$21,823.75 Total. 30% = \$5,237.70
Balance = \$16,586.05

Labor Price: \$15,000.00 Total. 25% = \$3,750.00
Balance = \$11,250.00

1st Payment total for material and labor = \$8,987.70

Delivery approx. 4-6 weeks after receipt order.

Thank you, Terry Strickland

I have read and agreed to both sides of this document _____ (Initial)

Accepted By Buyer:

By _____
(Buyers Name)

This _____ day of _____, 20____

X _____
(Authorized Signature)

Above All Contracting, Inc.

By FREDERICK J. LEWIS

Approved this _____ day of _____, 2005

X Frederick J. Lewis
(Authorized Signature)



**PRE-ENGINEERED
METAL BUILDING SYSTEMS**

2907 S. SAGASTA STREET, TAMPA, FL 33619
(813) 247-3934 • FAX # (813) 247-3936

1412

Date: November 15, 2005

To: Above All Contracting, Inc.
163 Kildare Dr.
Sebastian, FL 32958
Attn: Mr. Terry Strickland

Job Name: Marathon Airport
Building #2
Marathon, FL

Subject to the terms, conditions, items herein, and those written on the reverse side hereof, which is hereby referred to made a part of this quotation, Florida Pre-Fab, Inc. (sometimes herein called FPF) proposes to furnish materials described as:

Materials and fabrication to replace components of an existing FPF metal building for repair parts as specified by contractor. The following items shall be provided:

- 1.) (1) hanger door (21'6" x 11'10 3/4") complete without walk door
- 2.) (2) G-1 gutter 20'2" (white)
- 3.) (15) Gutter straps (white)
- 4.) (4) ICF 14'10" (galvalume)
- 5.) (4) GLF 20'2" (white)
- 6.) (10) 26ga. roof panels 26'0" (galvalume)
- 7.) (10) 1:12 ridge caps (galvalume)
- 8.) (2) girts 21'9"
- 9.) (1) 26ga. panel 12'4" (white)
- 10.) (11) 26ga. panel 15'5" (galvalume)
- 11.) (13) PF-1 flashing 14'10" (galvalume)
- 12.) (3) 26ga. panel 14'1" (galvalume)
- 13.) (3) 26ga. panel 14'4" (galvalume)
- 14.) (3) 26ga. panel 14'7" (galvalume)
- 15.) (3) 26ga. panel 14'10" (galvalume)
- 16.) (3) 26ga. panel 15'1" (galvalume)
- 17.) (3) 2x2x1/4ga. base angle 20'0"
- 18.) (3) CF-1 flashing 14'10" (galvalume)
- 19.) (6) FC-2 clips
- 20.) (6) 8Z16AA-15'2" girt
- 21.) (3) THC - 14,0 8 3/4" channel
- 22.) (3) WJA - 4'7 1/4" angle
- 23.) (250) #14x7/8" MAC screws (white)
- 24.) (2) bags (500) #12x1 1/4" MAC screws (white)
- 25.) (5) bags (1250) #12x1 1/4" ZAC screws (unpainted)
- 26.) (4) bags (1000) #14x3/4" ZAC screws (unpainted)
- 27.) (30) outside closure strips
- 28.) (10) inside closure strips
- 29.) (10) rolls mastic
- 30.) (2) tube gutter seal
- 31.) (250) pop rivets (white)
- 32.) (250) pop rivets (unpainted)
- 33.) 1/4" pin grips & 1/2" bolts

Material List for Second Bid

(1800) 541 9616



2907 S. SACASTA STREET, TAMPA, FL 33610
(813) 247-3834 • FAX # (813) 247-3836

To: **3934**
Above All Contracting, Inc.
163 Kildare Dr.
Sebastian, FL 32958
Attn: Mr. Bruce Pylant

PRE-ENGINEERED
METAL BUILDING SYSTEMS
1402

Date: October 18, 2005

Job Name: Marathon Airport Hangar Repair
Marathon Key, FL.

Subject to the terms, conditions, items herein, and those written on the reverse side hereof, which is hereby referred to made a part of this quotation, Florida Pre-Fab, Inc. (sometimes herein called PFF) proposes to furnish materials described as:

Replace for repair the following items as per previous Job# D2-2896, D2-2897, D2-2898 (Marathon Airport).
The complete pre-engineered door leaves as described below:

(5) Hangar Sliding Door Leaf w/ walk door with dead bolt (21'-6" Wide x 11'-10 3/4" High).

(4) Hangar Sliding Door Leaf w/o walk door (21'-6" Wide x 11'-10 3/4" High).

Door panels shall be 26ga. pre-painted (Polar White) Florida Rib with non-corrosive fasteners.

Additional materials required as per material list provided by Above All Contracting, Inc.

- 1.) (20 pcs.) Galvalume roof panels and ridge caps.
- 2.) Roof purlins: (20 pcs.) @ 24'-9" & (1) @ 13'-3"
- 3.) Wall Girts: (2 pcs.) @ 21'-9"
- 4.) Roof rafter (1 pcs.) (STHR-52x)
- 5.) Interior wall x 15' - (5) panels with trim
- 6.) Fascia panels: (30 pcs.) @ 1'-9"
- 7.) Ridge vent (1 pcs.)
- 8.) Top guide Cees: (2) @ 21'-3" & (1) @ 9'-9" w/ (2) Top door guides.
- 9.) 100' of gutter, straps, (1) corner box & assorted misc. flashings as per contractor's list.
- 10.) (1) box of unpntd. Roof screws, (1) box of painted wall screws, (1) case of mastic, assorted bolts, pop rivets, sealant and closures as req'd. to replace material as described above.

TOTAL PRICE DELIVERED - \$ 50,000.00

STATE & COUNTY SALES TAXES - \$ 3,075.00

TOTAL CONTRACT AMOUNT - \$ 53,075.00

This proposal is offered for acceptance within (30) days, after which it is subject to price and material availability confirmation by PFF. This quotation shall become a Contract of Sale when accepted by the buyer and countersigned by an officer of Florida Pre-Fab, Inc. in the spaces provided below. A material safety data notice for your records is included with this contract.

Approx. 1-2 weeks for approval plans after receipt of order and deposit. 20% Engineering Deposit with order.
Delivery approx. 4 weeks after receipt of approved plans. Balance C.O.D. at jobsite

I have read and agreed to both sides of this document. _____ (Initial)

ACCEPTED BY BUYER:

By _____
(Buyer's Name)

This _____ day of _____, 20____

x _____
(Authorized Signature)

FLORIDA PRE-FAB, INC:

By _____
George Levy, President

Approved this 18th day of October, 2005

x _____
(Authorized Signature)

Validated this _____ day of _____, 2005

(See Reverse Side)

White - PFF Copy Yellow - Customer Copy

AMERICAN STRUCTURAL CORPORATE

5206 West 25th Ln
Hialeah, Florida 33016.

Phone: (786) 412-6032
Fax: (305) 557-8866
Email: ascsteelbuilding@bellsouth.net
Website: americanstructuralco.com

*Fax Transmittal Form***To:**

Name: **MR. ANDRES GUTIERREZ**
Organization Name/Dept:
URS
CC:
Phone number:
Fax number: (305) 261-4017

- ☐ Urgent
- ☐ For Review
- ☐ Please Comment
- ☐ Please Reply

FROM

ARMANDO SALAZAR

Phone: (786) 412-6032
Fax: (305) 557-8866
Email: ascsteelbuilding@bellsouth.net
Website: americanstructuralco.com

Date sent: 10/14/2005

Time sent:

Number of pages including cover page: 5

Message:

Ref/ Marathon Hangar Development T-Hangars / Repairs

BID-PROPOSAL

Thanks!

Armando Salazar

AMERICAN STRUCTURAL CORPORATE
5206 West 25LN Avenue, Hialeah, Florida 33016
(786) 412-6032 Fax: (305) 557-8866

BID – PROPOSAL

**Project Name: MARATHON HANGAR DEVELOPMENT
T-HANGARS / REPAIRS**

Costumer: BOARD OF COUNTY COMMISSION OF MONROE COUNTY
Contact: Andres Gutierrez
Location:
Phase: General Installation Services
Phone: (305) 262-7466 **Fax:** (305) 261-4017 **Mobil:**
Date: 10/14/05

DESCRIPTION OF WORK

1. American Structural Corporate (ASC) will remove all roof panels and walls panels that are damaged, including all kind of trims and others, also will remove any other structural steel members, as purling, girts and beams and others. Note:
2. ASC will supply in coordination with manufacturers all materials and fabrication to replace components of the existing metal buildings. (Only items damaged). Material cost is included in this proposal
3. Material Delivery appxo. 8-10 weeks after order. 12% (\$13,032.00) of total amount deposit to order. (Another percentage (%) will be balance by the day of unloading trucks. (ASC will be coordinating with Monroe County)
4. Two (2) mobilizations are included
5. Equipments by ASC in the Phase-I and II, all others expenses are included in this proposal-contract.
6. Supply Dumpster for waste and debris will be by Monroe County
7. Phase-I is based in a continuous work from the day stated / scheduling completion between 7 to 10 working days.
8. Phase-II is based in a continuous work scheduling completion between 24 working days

PAYMENT FOR JOB SCHEDULE IS: Fixed price of one hundred eight thousands six hundred dollars
(\$ 108,600.00)

Payments to be made as follows: (20 % after 5 days from the start day and remaining upon completion of work with not money retained).

All Payments shall be made in full, upon presentation of invoice. If payment is not made according to the terms above, American Structural Corporate Inc. may charge a monthly service charge of one-and-one-half percent (1.5%), eighteen percent (18%) per year, from the first day default is made. American Structural Corporate Inc. may lien the property where the work has been done. American Structural Corporate Inc. may use all legal methods in the collection of monies owed to it. American Structural Corporate Inc. may seek compensation, for attempts made to collect unpaid monies. American Structural Corporate Inc. may seek payment for legal fees and other costs of collection, to the full extent the law allows.

If the job is not ready for the service or materials requested, as scheduled, and the delay is not due to American Structural Corporate Inc.'s actions, American Structural Corporate Inc. may charge the costumer for lost time. This charge will be at a rate of \$ 40 per hour, per man, including travel time. If you have any questions or don't understand this proposal, seek professional advice. Upon acceptance, this proposal becomes a binding contract between both parties.

THIS BID HAS BEEN PRESENTED AND ACCEPTED BY THE PERSONS WHOSE INITIALS APPEAR BELOW

- We the undersigned do hereby agree to, and accept, all terms and conditions of this proposal.
- We fully understand the terms and conditions, and hereby consent to enter this contract.

ASCorporate Initials: _____

Owner or General Contractor: _____

AMERICAN STRUCTURAL CORPORATE
5206 West 25LN Avenue, Hialeah, Florida 33016
(786) 412-6032 Fax: (305) 557-8866

BID – PROPOSAL

Others Inclusions

- a. Liability Insurance for own forces, vehicles and operations.
- b. Attendance at project coordination meetings.
- c. Warranties as specified (as well as warranties required by general conditions)
- d. Cleanup of waste and debris

Specifically excluding the following:

- a. Grout
- b. Insulation
- c. Final Cleaning
- d. Touch painting.
- e. Wood nailed/ Holes
- f. Code requirements.
- g. Unloading trucks.
- h. Exterior Stairs.
- i. Roll-up doors.
- j. Stairs Support.
- k. Mechanical Equipment
- l. Painting of galvanized steel.
- m. General layout of the project.
- n. Panel to Panel Connections.
- o. Panel to Footing Connections.
- p. Scaffolding required by the work
- q. Any items not specifically noted herein.
- r. Field dimensions if required are by other.
- s. ASC is not responsible for the delay of missing parts.
- t. Any materials or services not specifically denoted above. .
- u. Hoisting of workers, material and equipment required by the work.
- v. Roof opening. Or A/C Frames or frames not showed on structural drawings.
- w. Any costs associated with permits, inspections, or field surveys.
- x. Engineering, Design calculations, signing and sealing of drawings by a Professional Engineer unless specifically included in scope of work above.

Paragraphs

- a. This quotation has been prepared without the knowledge of separated printed specifications. Price is subject to change based on content and / or requirements of specifications, which we have not reviewed
- b. American Structural Corporate Inc. will not accept responsibility for damage if items are left in place unprotected
- c. Foundations are to be completed by others to grade with anchor bolts properly set with center lines marked in both directions on foundations and leveling nuts set at proper elevation. American Structural Corporate Inc. excludes any survey work.
- d. Trucks delivering steel will occupy space during the erection process. Steel may also be off loaded in designated "lay down" areas and the marshaled to the erection area as needed.
- e. American Structural Corporate Inc. requires be provided with safe, adequate access to the site, and a firm, properly graded, well drained, adequate and convenient space in which to set up and operate erection equipment.
- f. American Structural Corporate Inc. needs to be able to work in an area free of overhead power lines or other obstructions.
- g. This proposal is based on one continuous uninterrupted erection operation. If it is necessary to have additional equipment and / or personnel move – ins due to the fault of others, an extra contract will be issued to cover the cost at a rate of \$ 40 / per crew man-hour and — /per crane hour. Size of crane will determine charges for it.

AMERICAN STRUCTURAL CORPORATE Inc

THIS BID HAS BEEN PRESENTED AND ACCEPTED BY THE PERSONS WHOSE NAMES APPEAR BELOW

We the undersigned do hereby agree to, and accept, all terms and conditions of this proposal.

We fully understand the terms and conditions, and hereby consent to enter this contract.

Subcontractor / AS Corporate _____

Owner or General Contractor _____

By: Armando Salazar
Title: President
Date:

By:
Title:
Date: _____